



**Policy No. 4121633J**  
**FEDERATION FRANCAISE D'ATHLETISME**  
**[French Athletics Federation]**

**EVENT'PASS**  
**CANCELLATION**  
**INSURANCE**

***INFORMATION NOTICE***



## CHAPTER 1 - COMMON PROVISIONS

### 1.1 PURPOSE

Under the policy herein, the Federation takes out insurance, on behalf of the participant, holder of an EVENT PASS, who is under the obligation to cancel their participation in an out-of-stadium race before the start of the race. The purpose of such coverage is for the participant to be refunded for their entry fees.

**Only the amount of the entry fee is covered by this insurance, excluding any all other purchase or cost.**

**The Event Pass, any options and pack contents purchased at the time of entering the competition will never be reimbursed by the insurer.**

### 1.2 DEFINITIONS

#### 1.2.1 - Bodily accident:

A sudden event, external to the human body, involuntary, unpredictable, unrelated to an illness and resulting in physical damage.

#### 1.2.2 – Illness:

A sudden and unforeseeable change in health, whether or not resulting from a pre-existing condition, not caused by physical injury, which is certified by a competent medical authority and which prevents participation in the competition.

#### 1.2.3 - EVENT PASS

The EVENT PASS is a **day** pass issued by the F.F.A., and offered to non-members who participate in an out-of-stadium race listed in the French Athletics Federation calendar.

**The EVENT PASS is valid for one single identified race.**

### 1.3 TERRITORIAL SCOPE

Coverage are effective from the date of subscription to the EVENT'PASS until the start of the race for which the EVENT'PASS was subscribed, in mainland France, in the overseas departments and collectivities (Guadeloupe, Martinique, Réunion Island, Saint-Barthélemy, Saint-Martin, New Caledonia, French Guiana, French Polynesia), in Andorra and in Monaco



## CHAPTER 2 - CONDITIONS FOR GRANTING THE COVERAGE

### **2.1 THE INSURED**

Holders of an EVENT PASS for competitions listed in the French Athletics Federation calendar.

These competitions may be organised by the F.F.A., a Regional Committee, a Departmental Committee, an affiliated or non-affiliated association, or a commercial company, but must in any event be listed on the F.F.A. calendar and have the required authorisations.

### **2.2 CAUSES FOR CANCELLATION**

#### **2.2.1 – Bodily accident/ illness:**

Coverage may be triggered in cases where the participation cancellation is justified by a medically certified illness or a bodily accident.

#### **2.2.2 – Death:**

Coverage may also be triggered in cases where the participation cancellation is justified by the death of the participant, his/her spouse or his/her direct ascendants or descendants.

### **2.3 UNDERWRITING TERMS**

AN EVENT PASS **must be taken out at the same time as entering** the out-of-stadium race.

### **2.4 COVERAGE PERIOD**

Coverage is effective from as soon as the EVENT-PASS is purchased, and ceases as soon as the race for which the EVENT-PASS has been purchased starts.

### **2.5 AMOUNTS INSURED**

The insurance is granted within the limits of the amounts stipulated in the “Table of limits of coverage” hereafter.

INSURANCE	AMOUNTS	EXCESS
Reimbursement of competition entry fees	Actual justified expenses up to a maximum of €50* per EVENT PASS	None

(\*) the sum mentioned constitutes the Insurer’s maximum commitment, per EVENT PASS, for all the claims relating to the same initial cause, whatever the number of victims and the staggering in time of the payments made,



## **2.6 IMPLEMENTATION OF COVERAGE - MAKING A CLAIM**

### **2.6.1 - Reporting formalities:**

**On pain of forfeiture, and except in the case of fortuitous events or force majeure, the participant, holder of the EVENT PASS, or the participant's beneficiaries must declare to the insurer, via the declaration form available online in the participant's "j'aime courir" space: [www.jaimecourir.fr/accueil/monprofil/declaration\\_de\\_sinistre](http://www.jaimecourir.fr/accueil/monprofil/declaration_de_sinistre), any event likely to trigger any of the insurance covers taken out, within ten days of said event's occurrence.** However, in the event of failure to comply with this time limit, the Mutual Insurance Company may only rely on the forfeiture of rights for late declaration if it can demonstrate the prejudice resulting for it from this delay; **In the event of an intentional misrepresentation on your part concerning the date, circumstances or apparent consequences of an insured event, you will be entirely deprived of any right to compensation.**

### **2.6.2 – Supporting documents:**

2.6.21 - In the event of illness or bodily accident, it is the responsibility of the participant, holder of the EVENT PASS, to provide at the time of their declaration:

- the invoice justifying the race entry fee for which the EVENT PASS has been taken out; **this is the price of the RACE BIB, excluding any other fee.**
- an initial medical certificate confirming the injury or illness, certifying the inability to participate in the race for which the EVENT PASS has been purchased.

2.6.22 - In case of death, it is the responsibility of the participant, holder of the EVENT PASS, or the participant's beneficiaries to provide:

- the invoice justifying the race entry fee for which the EVENT PASS has been taken out; **this is the price of the RACE BIB, excluding any other fee.**
- the death certificate;
- a copy of the family record book.

### **2.6.3 – Other obligations:**

It is also your responsibility to:

- provide all the elements that can entail the liability of a third party;
- transfer promptly any communication relating to an insured event;
- comply with any instructions necessary to preserve the interests of the Mutual Insurance Company.

If you fail to fulfil these obligations, the Mutual Insurance Company is entitled to claim from you - or to deduct from the sums due - the compensation corresponding to the damage thus caused.



### CHAPTER 3 - EXCLUSIONS

The following are **EXCLUDED** from the covers defined in Chapter 2 of this Policy

- The following high-risk sports: boxing, wrestling, caving, hunting and scuba diving, motorboating, yachting more than 5 miles from the coast, aerial sports, mountaineering, rock climbing, ice hockey, bobsleighting, skeleton racing, ski jumping,
- Accidents that are the voluntary act of the insured or the beneficiary in case of death,
- Deliberate and conscious decision to commit suicide or attempt suicide,
- Accidents caused by civil or foreign war, uprising, riot, conspiracy, civil commotion in which the subscriber has taken an active part,
- Accidents resulting from the subscriber's participation in fights, except in the case of self-defence,
- The consequences of accidents, disabilities or illnesses which occurred before the date of the insured's subscription,
- Accidents resulting from the use of alcohol, drugs or narcotics by the insured,
- Accidents resulting from the direct or indirect effects of explosion, irradiation, heat release from the transmutation of atomic nuclei or radioactivity.
- Any cancellation of your participation in the race which is not the result of an accident, illness or death covered by this policy.
- Damage resulting from an illness or accident that existed prior to taking out the policy.
- Coverage does not apply to pregnancy or elective abortions.

### CHAPTER 4 - POLICY APPLICABLE CONDITIONS

#### **4.1 – TIME LIMITATION of Articles L.114 -1 and L.114-2 of the French Commercial Code):**

Any legal action arising from this policy shall be time-barred after TWO YEARS from the date of the event that gave rise to said action (Article L.114 -1 of the French Insurance Code).

However, said time limit shall run:

- in the event of non-disclosure, omission, fraudulent representation or misrepresentation of the risk incurred, only as from the date on which the Company is aware thereof;
- in the event of loss, only as from the date the concerned parties are aware thereof, if they prove that they were unaware of such facts up until then;
- When the Insured's action against the Insurer (the Company) arises from a third party's recourse, from the date on which said third party brings a legal action against the Insured or the latter has paid it compensation.

The time limitation can be interrupted (Article L.114-2 of the French Insurance Code) by:

- the appointment of an expert,
- sending a registered letter with acknowledgement of receipt,
- a bailiff's deed,
- referral to a court, even in summary proceedings,
- all ordinary causes.



## **4.2 – DECLARATION OF RISK**

### **4.2.1 – UNDERWRITING DECLARATIONS:**

The Insured must answer clearly and accurately the questions (Article L.113-2 paragraph 2 of the French Insurance Code) enabling the Insurer to assess the risk and:

- on the application for insurance
- and/or necessary for the drafting of the declarations in the policy.

### **4.2.2 – DECLARATIONS DURING THE COURSE OF THE POLICY:**

The Insured must declare all new circumstances which have the consequence of either aggravating the risks or creating new ones and which therefore render inaccurate or null and void the answers to the questions asked in the application and/or the declarations mentioned in the policy (Article L.113-2 paragraph 3 of the French Insurance Code).

This declaration must be made by registered letter within FIFTEEN DAYS from the time the insured became aware of these new circumstances.

## **4.3 – SANCTIONS:**

Any concealment or intentional misrepresentation may render the policy null and void in accordance with the provisions of Article L 113-8 of the French Insurance Code.

Any omission or inaccuracy in the declaration of circumstances shall result in:

- if it is detected before any loss, either an increase in the premium or the cancellation of the policy by the Mutual Insurance Company;
- if the report is made after loss, in accordance with the provisions of Article L.113-9 of the French Insurance Code, a reduction in the indemnity in proportion to the premiums paid in relation to the premiums that would have been due for if the risks had been accurately and fully declared.

Failure to declare new circumstances within the time limit stipulated in the French Insurance Code may result in the application of the forfeiture of rights in accordance with Article L.113.2 of the French Insurance Code.

The forfeiture can only be invoked against the insured if the Mutual Insurance Company establishes that the delay in declaring such new circumstances has caused it harm.

It cannot be invoked in all cases where the delay is due to an act of God or force majeure.

In addition to the forfeiture referred to above, the failure to declare new circumstances constituting aggravated risks or the creation of new risks allows the Mutual Insurance Company to rely on the provisions of Articles L.113.8 (nullity of the policy) or L.113.9 (reduction of compensation) of the French Insurance Code against the insured.

## **4.4 - OTHER INSURANCE POLICIES:**

If the risks covered by this policy and its endorsements are or become covered by another insurance, you must declare this to the Mutual Insurance Company.

The existence of other insurance policies covering the same risks must be declared in the event of any occurrence involving the same covers. Under the conditions set out in Article L 121-4 of the French Insurance Code, you can obtain compensation for your damages by contacting the insurer of your choice.

When the same claim is likely to involve the cover granted by several successive policies, it is covered in priority by the policy in force at the time of the first claim, without the provisions of Article L 121-4 of the French Insurance Code being applied.



## **4.5 - MEASURES IN CASE OF CLAIM**

### **4.5.1 – SUBROGATION - RECOURSE OF THE MUTUAL INSURANCE COMPANY:**

In accordance with the legal provisions in force, the Mutual Insurance Company which has paid the insurance indemnity is subrogated up to the amount of this indemnity in the rights and actions of the insured against third parties who, by their act, have caused the damage which gave rise to the payment.

### **4.5.2 - INFORMATION TO THE INSURED, ADVISORY DUTY:**

Each subscriber of an EVENT-PASS, at the time of their subscription, has acknowledged the information notice attached to the General Terms and Conditions of Sale of the EVENT-PASS.

## **4.6 – MEDIATION:**

The MAIF provides policyholders with a dispute resolution mechanism that guarantees transparency and respect for their rights.

In the event of a disagreement on the application of this policy, the salaried manager or the representative of the board of directors of the competent structure in charge of the contractual situation or the claim file of the insured is available to listen to the insured and seek a solution.

If the dispute persists, the insured may, at any time, after having used the procedure described above, submit a claim by simple letter addressed to: MAIF, Disputes Department, 79038 Niort cedex 9 or by email to [reclamation@maif.fr](mailto:reclamation@maif.fr).

If, after examining the dispute, the disagreement has still not been resolved, the insured may refer the matter to the French insurance ombudsman, LA MEDIATION DE L'ASSURANCE, TSA 50110 75441 PARIS CEDEX 09, which will operate in accordance with the procedures and within the limits set out in the Insurance Mediation Charter (this charter can be sent to the insured on request to the Disputes Department mentioned above).

However, its opinion is not binding on the insured person, who may bring the matter before the competent court if the disagreement persists.

## **4.7 – PROCESSING OF PERSONAL DATA:**

The personal data that may be collected by MAIF is processed for the purpose of concluding, managing and executing contracts, as well as organising the life of the institution in accordance with statutory provisions.

This data may also be processed within the framework of legal or regulatory provisions, in particular with regard to the fight against money laundering, terrorist financing and fraud.

Individuals concerned have a right of access, correction, objection and deletion which may be exercised by contacting the MAIF General Secretariat - CS 90000 - 79038 Niort Cedex 9 or [sec-general@maif.fr](mailto:sec-general@maif.fr).

The processing of personal data is declared to the French regulator, *Commission Nationale de l'Informatique et des Libertés*, and implemented in accordance with the provisions of the French data protection act of 6 January 1978 as amended.